

Requisition # F-307460
Project: Roadside Mowing
Various Locations in District 6

INTENTION TO RESPOND
No Fax Cover Sheet Is Required

FAX BACK: 208 334-8824

Your assistance is requested.

To: Idaho Transportation Department
Purchasing Section
PO Box 7129
Boise, Idaho 83707-1129

BID CLOSING ON: 4/6/05 @ 5:00 P.M.

BID OPENS ON: 4/7/05 @ 10:30 A.M.

Please check all that apply

_____ Company intends to prepare and submit a proposal to the requisition listed above.

_____ Company does not plan to respond.

_____ Company plans to attend Bid Opening.

_____ Company plans to attend the Mandatory Walk-Thru on March 30, 2005 at 10:00 A.M.

_____ Other Message/Comments: _____

Company Name _____

Address _____

City _____ State _____ Zip _____

Contact Person _____
(Please Print)

Phone # _____ Fax # _____

IDAHO DEPARTMENT OF TRANSPORTATION

SIGNATURE PAGE

Idaho Transportation Department
Purchasing Section
3311 West State Street
Boise, Idaho 83703

Date: March 10, 2005

REQUISITION #: F-307460

ALL SEALED BIDS MUST BE RECEIVED BY 5:00 PM ON APRIL 6, 2005. SEALED BIDS WILL BE OPENED AT 10:30 AM ON APRIL 7, 2005 at the Idaho Transportation Department, Purchasing Office, at 3311 West State Street in Boise. The scope of work on this project consists of furnishing all materials, equipment and labor for **Mowing Roadside Vegetation in District 6**, as per the specifications contained in the above requisition.

A Mandatory Walk-Thru will be held March 30, 2005 @ 10:00 A.M., at ITD District 6 main office, located at 206 N. Yellowstone, Rigby, Idaho. All questions are due at this time. Bids will not be accepted from contractors not in attendance.

The State contractors License Board shall license bidders in the State of Idaho

Public Works Contractors License # _____

Contact Mark Little, Purchasing Agent at (208) 334-8822 for Bid Requirements and Clarification. For Technical information please contact **Kirk Finn @ (208) 745-5686**.

FOR BID RESULTS, PLAN HOLDERS LIST VISIT: <http://itd.idaho.gov/business/business.htm>

RETURN BID IN A SEALED ENVELOPE CLEARLY MARKED AS SHOWN:

Requisition #: F-307460
Bid Open Date: 4/7/05
Item Bidding: Roadside Mowing D6

Mailing Address

Idaho Transportation Department
Purchasing Section
P.O. Box 7129
Boise, Idaho 83707-1129

Company Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Contractors Signature/Authorized Signature: _____

Printed Signature

THIS PAGE MUST BE SIGNED, WITH AN ORIGINAL SIGNATURE, AND RETURNED WITH YOUR BID PROPOSAL DOCUMENTS.

INVITATION TO BID

ALL sealed Bids must be received by **5:00 P.M.**, on **April 6, 2005**. **ALL** Sealed Bids will be opened at **10:30 A.M.**, on **April 7, 2005** at the Idaho Transportation Department, Purchasing Section located at 3311 West State Street, Boise, Idaho. Bidders and other interested parties are invited to be present at the bid opening. This is to furnish all materials, equipment and labor for **Mowing Roadside Vegetation in District 6**, as per the specifications contained in requisition number **F-307460**.

A Mandatory Walk-Thru will be held March 30, 2005 @ 10:00 A.M., at ITD District 6 main office, located at 206 N Yellowstone, Rigby, Idaho. All questions are due at this time. Bids will not be accepted from contractors not in attendance.

PUBLIC WORKS LICENSE REQUIRED

No bid will be considered unless accompanied by an acceptable guaranty in an amount not less than five percent (5%) of the total amount of the bid. This guaranty must be in the form of a certified check or a cashier's check drawn on an Idaho bank, made payable to the Idaho Transportation Department, or a bidder's bond. Surety will be forfeited in the event of failure to sign the contract.

The Idaho Transportation Department reserves the right to reject all bids or to accept the bid deemed best for the State of Idaho.

Dated this 8th day of March

MARK LITTLE, PURCHASING AGENT
IDAHO TRANSPORTATION DEPARTMENT

Copies of **Bid Packets, Bid Results and Plan Holders List**, may be obtained by visiting our web site at: <http://itd.idaho.gov/business/business.htm> or by contacting your local Plan Room.

PUBLISH: 3/14-18

BIDDERS RESPONSIBILITY PAGE

PLEASE NOTE: The following documents, IF APPLICABLE TO YOUR BID, must be returned to the Idaho Transportation Department Purchasing Section to allow your bid to be considered.

- 1.) **EFFECTIVE: January 1, 2005. Idaho Code, Section 72-1717 – Idaho Employer Alcohol and Drug-Free Workplace Act State Construction Contracts. Required on ALL State Construction or Improvement of Public Property or Publicly Owned Buildings.**
 - Affidavit of Alcohol and Drug Free Workplace Program
- 2.) **“Signature Page”**
 - Public Works License Number must be inserted
 - Page must be signed with an original signature
- 3.) **Bid Proposal**
 - Individual, Partnership, or Corporation
 - One of three, depending upon company structure, MUST be completed, signed and notarized
- 4.) Bidder must complete Bid Schedule
- 5.) Bidder must complete Domicile Form
- 6.) Subcontractor form SC-1 – **required per specifications**
- 7.) A 5% Bidders Bond or Cashier's Check
- 8.) **All Addendum's** Must be Signed and returned with your Bid Proposal
It is the Bidders responsibility to verify if addendum(s) were issue
- 9.) **ALL BIDS** must be submitted in a sealed enveloped, with the Requisition Number, Bid Open Date, and Project Name, clearly marked on the outside of the envelope.
- 10.) **NO BID ADJUSTMENTS WILL BE ACCEPTED:** Any changes made to a bid must be submitted as a separate bid and all rules remain in effect. ALL REQUIRED paperwork must be re-submitted.
- 11.) **PUBLIC WORKS LICENSE REQUIRED:** - Public Works Contractors License Board – Phone # (208) 334 8968.

DOMICILE

PREFERENCE FOR IDAHO DOMICILED CONTRACTORS ON PUBLIC WORKS (Idaho Code 67-2348 - Effective July 1, 1982). To the extent permitted by federal laws and regulations, whenever the State of Idaho, or any department, division, bureau or agency thereof, or any city, county, school district, irrigation district, drainage district, sewer district, highway district, good road district, fire district, flood district, or other public body, shall let for bid any contract for bid any contract to a contractor for any public works, the contractor domiciled outside the boundaries of Idaho shall be required, in order to be successful, to submit a bid the same percent less than the lowest bid submitted by a responsible contractor domiciled in Idaho as would be required for such an Idaho domiciled contractor to succeed over the bidding contractor domiciled outside Idaho on a like contract being let in his domiciliary state.

If the bidder is unsure of where their business is domiciled, the following "rule of thumb" may help!

- 1) Corporation: Domiciled where chartered.
- 2) Sole Proprietor: Domiciled where permanent headquarters of business located.
- 3) Partnership: Domiciled where permanent headquarters of business located.

COMPANY NAME: _____

STATE OF DOMICILE: _____

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID DOCUMENTS!

**CONTRACTOR'S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE**

STATE OF _____

COUNTY OF _____

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that _____ is in compliance with the provisions of Idaho Code section 72-1717; that _____ provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 and will maintain such program throughout the life of a state construction contract and that _____ shall subcontract work only to subcontractors meeting the requirements of Idaho Code, section 72-1717(1)(a).

Name of Contractor

Address

City and State

By: _____
(Signature)

Subscribed and sworn to before me this _____ day of _____,
_____.

Commission expires:

NOTARY PUBLIC, residing at

REQUEST FOR ROADSIDE MOWING CONTRACT ITD – DISTRICT SIX

REQUISITION NUMBER F-307460

SCOPE OF WORK

This contract shall be for the mowing of roadside vegetation, located at various locations, in DISTRICT SIX, (Rigby Idaho).

The mowing shall commence August 1, 2005 and all mowing shall be completed by October 31, 2005. Contract term will be for a (1) one-year period with an option to renew for (1) one-year, at the same terms/conditions and pricing if mutually agreeable between ITD and contractor.

Contract Administrator shall be:

KIRK FINN, P.O. BOX 97, RIGBY, IDAHO 83442 (208-745-5686)

The Idaho Standard Specifications for Highway Construction, 2004 Edition, and the September 2004 Supplemental Specifications shall govern. The Idaho Transportation Department's Standard Specifications for Highway Construction manual is available to the Contractor for \$30.00 plus tax. Contact the Idaho Transportation Department, Contract Administration at 334-8430 to purchase

A mandatory pre-bid conference will be held on March 30, 2005, at 10:00 A.M., MDT, at the District Six ITD main office located at 206 N. Yellowstone, Rigby, Idaho. The purpose of the conference is to answer questions related to this contract and define the scope of work. Bids will not be accepted from contractors not in attendance.

After the contract has been awarded and before work commences the contractor shall attend a pre-operation meeting with the Contract Administrator to discuss the contract terms and work performance requirements.

Failure to complete the work by the specified times shall result in Liquidated Damages in the amount of \$500.00 per working day being deducted from the final payment per Subsection 109.08. Working day is defined in Subsection 101.02.

The lowest responsive qualified bidder shall furnish a performance bond and a payment bond, each in the amount of \$20,000.00 or 15% of the contract amount, whichever is greater.

Contractor shall abide by the STATE OF IDAHO Standard Contract Terms And Conditions.

Scope of Work

COMPLETION TIME AND LIQUIDATED DAMAGES

Work on I-15 and all road sections east of I-15 shall start on August 1, 2005. Work on all road sections west of I-15 shall start after September 1, 2005. All mowing shall be completed by October 31, 2005. No work shall be started prior to August 1, 2005.

SP-1 MOWING (US 93 MP 82.60 TO 137.00) (Arco to M.P. 137.00)
SP-2 MOWING (SH-33 MP 0.00 TO 78.20) (US 26-33 JUNCTION to Rexburg)
SP-3 MOWING (US 20/26 MP 248.55 TO 272.00) (Arco to INL Junction)
SP-4 MOWING (US 20 MP 263.77 TO 305.55) (US-20/26 Jct. to Bellin Road)
SP-5 MOWING (US 20 MP 307.50 TO 353.00) (I-15 Int. to end of Divided Highway)
SP-6 MOWING (US 20 MP 353.00 TO 406.30) (End of Divided Highway to Montana Line)
SP-7 MOWING (US 26 MP 335.30 TO 402.50) (Idaho Canal to Wyoming Line)
SP-8 MOWING (I-15 MP 111.85 TO 196.00) (Bingham/Bonneville Co. Line to Montana Line)
SP-9 MOWING (SH-87 MP 0.00 TO 9.14) (Junction US 20-87 to Montana Line)
SP-10 MOWING (SH-28 MP 15.00 TO 90.00) (Mud Lake to Leadore)
SP-11 MOWING (SH-22 MP 24.60 TO 68.60) (Junction Hwy. 22 -33 to Dubois)

Description:

Strip Mow all the shoulders to the desired width for the roadway limits included in the following Special Provisions.

Strip Mowing on I-15 shall be 12' wide but no less than 6' on slopes 3:1 or steeper. Strip Mowing on all other routes shall be 10' wide but no less than 6' on slopes 3:1 or steeper. All off ramps and on ramps are incidental to the main line lane miles and shall have both shoulders mowed the same width as the route.

Spot (Safety) Mowing - As directed, deals with specific situations that will result in improved visual impact, maintain sight distance such as inside curves, on ramps, off ramps, intersections, and private entrances, to reduce the possibility of drifting snow due to excessive roadside vegetation height, or to reduce the likelihood of concealing livestock or wildlife. Spot mowing is incidental to strip mowing of the adjacent lane miles. No separate payment will be made for spot mowing.

Construction Requirements:

The work shall include furnishing all labor, equipment, supplies, tools and materials required to effectively mow roadsides on the right of way (R/W) as described in the general requirements, work locations, and schedule prescribed herein.

All mowers must be equipped with manufacturers' safety device(s) to prevent damage to property caused by flying debris propelled from under the mower. All mowers shall be kept in good operating condition and shall be maintained to provide a clean sharp cut of vegetation at all times.

In addition to the work outlined in this document, the contract requires a Contractor or Contractor's representative, capable and authorized to confer on a daily basis with the Contract Administrator concerning work units, and questions that may arise.

Scope of Work
Page 3

The contractor shall complete and provide the Contract Administrator with a daily diary on Department form ITD-25 for every day the contractor works.

The Contractor shall clean up all mowing equipment of accumulated clippings and soil prior to start of work to remove the potential spread of noxious weed seeds and other undesirable vegetation.

Mowing cuttings shall be dispersed evenly about the width of mowing. No windrows will be allowed.

Mowing or trimming will be performed around all appurtenances (ie; sign posts, delineator posts, etc.) that are within the designated areas described herein to be mowed.

All center medians and outer separations less than the width as designated in the Work Areas shall be mowed full width.

Mowing shall include smooth and gradual transitions between areas where designated mowing widths vary.

The Contractor shall mow as close as possible to all fixed objects exercising extreme care so as to not damage trees, plants, shrubs, signs, delineators, or other appurtenances which are a part of the roadside. Hand trimming around such objects shall be required by the Contractor. If the State determines that any damage is the result of negligence by the Contractor, repairs or replacement shall be the responsibility of the Contractor at the Contractors expense.

Mowers shall be adjusted for a cutting height so that approximately 6" of the mowed vegetation remains standing.

The Contractor shall exercise caution so as not to allow debris to be thrown on the traveled roadway and shall immediately remove and properly dispose of any debris which may be thrown on the roadway by the mowing operation. Mowed grass will not normally be removed unless it is deposited on the traveled traffic lanes in quantities large enough to become a traffic hazard as determined by the Contract Administrator. No additional payment will be made for removal of debris or grass from the roadway surface.

Mowing will not be permitted when soil and weather conditions are such that the right-of-way will be damaged as determined by the Contract Administrator.

The Contract Administrator will answer all questions which may arise as to the quality and acceptability of work performed.

The Contractor shall observe and comply with all applicable laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the state and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself, his employees, or his subcontractors.

The Contractor shall be required to carry Liability Insurance and Contact Information on mowers for damage claim recipients.

Roadside mowing shall be scheduled to avoid events and three day holiday weekends. Mowing may be performed between one hour after sunrise and one hour before sunset.

Mowers and support vehicles shall be operated in the same direction of traffic flow when mowing.

All vehicles and machinery operating on or from the traveled way or road shoulder shall be equipped with at least one roof mounted, high intensity rotating or strobe type amber flasher readily visible from front and rear for at least ½ mile.

Approved fire retardant and extinguishing equipment must be immediately available for use in case of fire caused by mowing operations.

The inserted Traffic Control Plan shall be the minimum traffic control required. If the included Traffic Control Plan does not meet the Contractor's mode of operation, the Contractor shall be required to submit a new Traffic Control Plan to the Contract Administrator for approval 10 working days prior to commencement of work.

Traffic shall be maintained through the work area and protected in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition.

The Contractor shall provide, erect and maintain all traffic control signs and devices, and traffic control for the occupied work areas in accordance with the requirements contained in these specifications and shall take all necessary precautions for the protection of the work and the safety of the public. Traffic control devices shall conform to the current Manual on Uniform Traffic Control Devices (MUTCD), Part VI published by the U.S. Department of Transportation, Federal Highway Administration. All traffic control devices, i.e. (Drums, cones, tubular markers, barricades, etc.) shall be required to have class "B" reflective sheeting or battery operated flashing warning lights. All signs and traffic control devices remain the property and responsibility of the Contractor. Work shall not be initiated until traffic control devices are in place at the work site.

Traffic control devices shall be covered or removed from the roadway when work is not taking place. When flaggers are present, signing for the flagging operation shall be required. Flagging and all other traffic control devices and personnel shall be considered incidental, no separate payment will be made. No payment will be made for standby or downtime.

When not in use, equipment shall be parked no closer than 30 feet from the edge of the roadway. Vehicles and machinery not currently used in the work shall be parked off the right of way at approved locations to minimize interference with the normal use of the highway. Equipment shall be the responsibility of the Contractor.

ITD policy requires employees to wear safety orange (coats, shirts, vests) while working on State highways. It is strongly suggested employees of the Contractor wear safety orange while working on State highways.

DEFINITIONS

Appurtenances - Delineators, signs, posts and other objects within the mow zone.

Backslope - Roadside from the bottom of the ditch to the fence or the ROW boundary.

Foreslope - Roadside from the shoulder to the bottom of the ditch.

Interchanges - Any of the entrances or exits on an Interstate where traffic can enter or depart.

Lane Mile - Shoulder adjacent to a paved lane whether center median or left of passing lane OR right of travel lane. (Example: Northbound I-15 one centerline mile = two mowing lane miles).

Median - Unpaved area between two way traffic on a divided highway.

MUTCD - Manual on Uniform Traffic Control Devices.

Outer Separation - All unpaved land between the R/W fence and a paved surface: if less than 12' wide shall be solid mowed if 3:1 or steeper.

Strip Mowing - Mow the area including the shoulder or median foreslope and backslope or outer separation consisting of a continuous swath.

Structure - Overpasses, bridges, guardrails.

Pay Units - A definite amount or quantity of work used as a standard of measurement. Used to define a prescribed amount of work; per lane mile.

Mowing (US-93 MP 82.60 TO 160.38) Arco to MP 137.00 (SP-1)

Strip mow from Mile Post 82.60 to Mile Post 137.00.

Mowing (SH-33 MP 0.00 TO 78.20) US 26-33 JUNCTION to REXBURG (SP-2)

Strip mow from Mile Post 0.00 to Mile Post 78.20.

Mowing (US 20/26 MP 248.55 TO 272.00) Arco City Streets to INL JUNCTION (SP-3)

Strip mow from Mile Post 248.55 to Mile Post 272.00.

Mowing (US 20 MP 263.77 TO 305.55 US 20/26 Jct. to Bellin Road (SP-4)

Strip mow from Mile Post 263.77 to Mile Post 305.55.

Mowing (US-20 MP 307.50 TO 353.00) I-15 Int. to End of Divided Highway (SP-5)

Strip mow from Mile Post 307.50 to Mile Post 353.00 Southbound and Northbound lanes.

Mowing (US 20 MP 353.00 TO 406.30) End of Divided Highway to Montana Line (SP-6)

Strip mow from Mile Post 353.00 to Mile Post 406.30.

Mowing (US 26 MP 335.30 TO 402.50) Idaho Canal to Wyoming Line (SP-7)

Strip mow from Mile Post 335.30 to Mile Post 402.50.

Mowing (I-15 MP 111.85 TO 196.00) Bingham-Bonneville Co. Line to Montana Line (SP-8)

Strip mow from Mile Post 111.85 to Mile Post 196.00 Southbound and Northbound lanes.

MOWING (SH-87 MP 0.00 TO 9.14) JUNCTION US 20-87 to Montana Line (SP-9)

Strip mow from Mile Post 0.00 to Mile Post 9.14.

MOWING (SH-28 MP 15.00 TO 90.00) Mud Lake to Leadore (SP-10)

Strip mow from Mile Post 15.00 to Mile Post 90.00.

MOWING (SH-22 MP 24.60 TO 68.60) Junction Hwy. 22-33 to Dubois (SP-11)

Strip mow from Mile Post 24.60 to Mile Post 68.60.

Method of Measurement - The work will be measured by the lane mile measured to the nearest 1/10 of a lane mile.

Basis of Payment - The accepted quantities for the items will be paid for at the contract unit prices for the items listed below.

<u>Pay Item</u>	<u>Pay Unit</u>
SP-1 Mowing US-93, MP 82.60 to MP 137.00 (Arco to MP 137.00)	Lane Mile
SP-2 Mowing SH-33 MP 0.00 to MP 78.20 (US 26-33 Junction to Rexburg)	Lane Mile
SP-3 Mowing US 20/26, MP 248.55 to MP 272.00 (Arco to INL Junction.)	Lane Mile
SP-4 Mowing US 20, MP 263.77 to MP 305.55 (US-20/26 Jct. to Bellin Road)	Lane Mile
SP-5 Mowing US 20, MP 307.50 to MP 353.00 (I-15 Int. to end of Divided Highway)	Lane Mile
SP-6 Mowing US 20, MP 353.00 to MP 406.30 (End of Divided Highway to Montana Line)	Lane Mile
SP-7 Mowing US 26, MP 335.30 to MP 402.50 (Idaho Canal to Wyoming Line)	Lane Mile
SP-8 Mowing I-15, MP 111.85 to MP 196.00 (Bingham/Bonneville Co. Line to Montana Line)	Lane Mile
SP-9 Mowing SH-87 MP 0.00 to MP 9.14 (Junction US 20-87 to Montana Line)	Lane Mile
SP-10 Mowing SH-28 MP 15.00 to MP 90.00 (Mud Lake to Leadore)	Lane Mile
SP-11 Mowing SH-22 MP 24.60 to MP 68.60 (Junction Hwy. 22-33 to Dubois)	Lane Mile

BID SCHEDULE

Each bid item shall be filled in completely by the **Contractor** in the bid schedule, by indicating total dollars and cents under Price Per Lane Mile and Total Amount BID.

Requisition Number: F-307460

Contractor / Business Name: _____

ITEM NO.	QUANTITY	UNIT OF MEASURE	PRICE PER LANE MILE	TOTAL
SP-1	109	LANE MILE	\$	\$
SP-2	157	LANE MILE	\$	\$
SP-3	47	LANE MILE	\$	\$
SP-4	84	LANE MILE	\$	\$
SP-5	182	LANE MILE	\$	\$
SP-6	107	LANE MILE	\$	\$
SP-7	135	LANE MILE	\$	\$
SP-8	337	LANE MILE	\$	\$
SP-9	19	LANE MILE	\$	\$
SP-10	150	LANE MILE	\$	\$
SP-11	88	LANE MILE	\$	\$

TOTAL AMOUNT BID \$_____

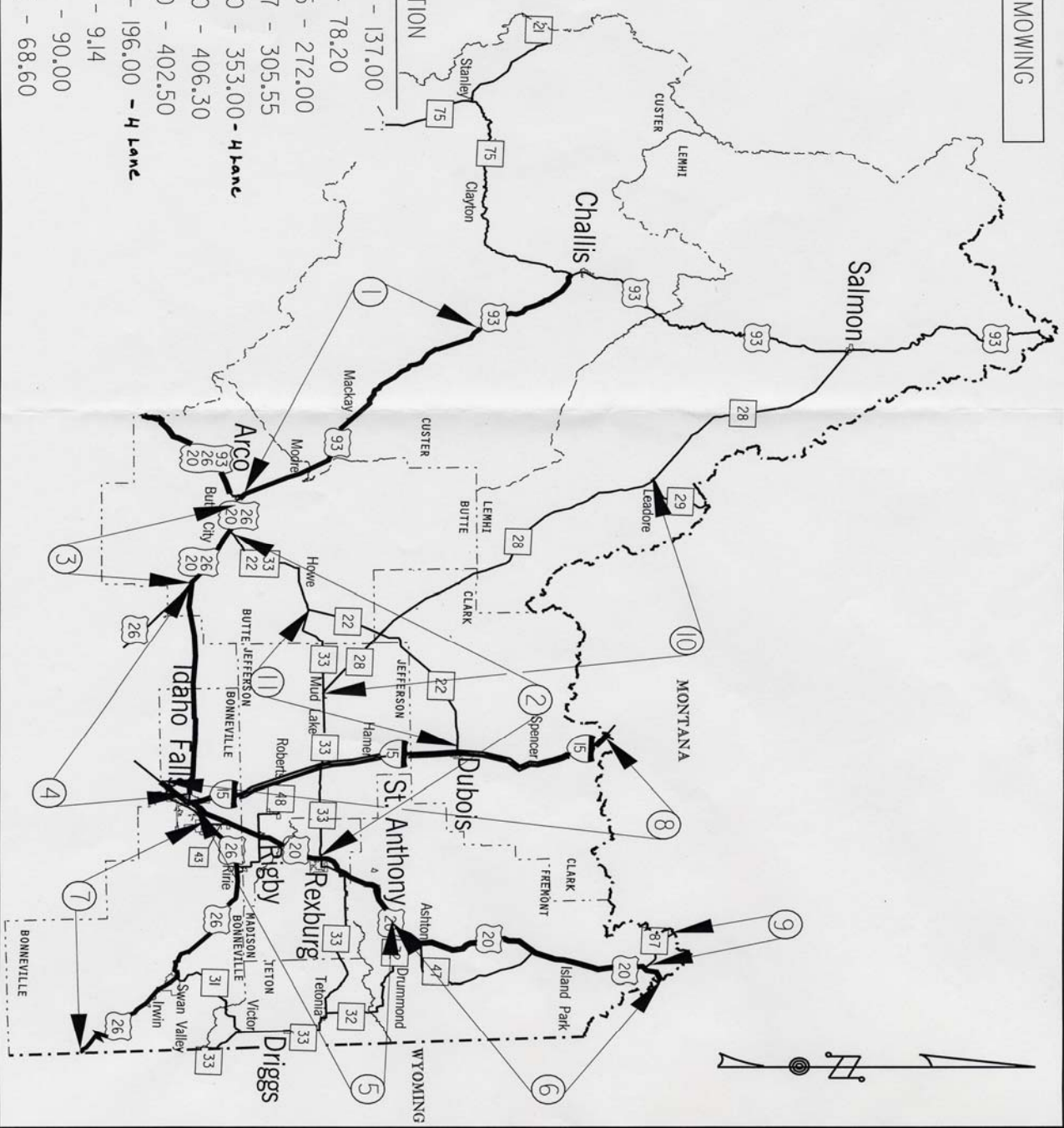
AWARD TO BE “ALL OR NONE”

Contract term will be for a (1) one-year period with an option to renew for (1) one-year, at the same terms/conditions and pricing if mutually agreeable between State and the Contractor.

This page MUST be returned with your Bid Documents!

FY 06 DISTRICTWIDE MOWING

SP#	ROUTE	LOCATION
①	US-93	MP 82.60 - 137.00 - 1
②	SH-33	MP 0.00 - 78.20
③	US-20/26	MP 248.55 - 272.00
④	US-20	MP 263.77 - 305.55
⑤	US-20	MP 307.50 - 353.00 - 4 Lane
⑥	US-20	MP 353.00 - 406.30
⑦	US-26	MP 335.30 - 402.50
⑧	I-15	MP III.85 - 196.00 - 4 Lane
⑨	SH-87	MP 0.00 - 9.14
⑩	SH-28	MP 15.00 - 90.00
⑪	SH-22	MP 24.60 - 68.60



BID P R O P O S A L

TO: IDAHO TRANSPORTATION BOARD
Idaho Transportation Department
Division of Highways

In compliance with your invitation for bids to be received: **April 6, 2005 @ 5:00 P.M.**, and opened on **April 7, 2005 @ 10:30 A.M.** The undersigned certifies they have examined the location of work and/or materials sites, and has satisfied themselves as to the condition to be encountered, and that the plans, specifications, contract and method of payment for such work is understood. The undersigned hereby agrees to furnish all materials, equipment and labor for **Mowing Roadside Vegetation in District 6**, as per the specifications contained in Requisition Number **F-307460**.

On the acceptance of this bid for said work the undersigned will furnish the Contract Performance and Payment Bonds, each in the amount of \$20,000 or 15% of the Contract amount (which ever is greater) with approved and sufficient surety within 10 days after the contract is presented for signature.

The bidder further agrees that if awarded the contract, work will commence **August 1, 2005** and be completed by **October 31, 2005**.

Accompanying this bid proposal is a Bid Bond or Cashier's Check in the amount of five percent (5%) of the total amount bid.

By signing this bid proposal (P-3, A, B or C), the bidder being duly sworn states that the firm, association or corporation to whom this contract is to be awarded has not by or through any of its officers, partners, owners or any other person associated therewith, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this highway project, and is not financially interested in or otherwise affiliated in a business way with any other bidder on this project.

BIDDER'S SIGNATURES REQUIRED

TO BE EXECUTED BY **CORPORATE** CONTRACTORS

Date _____, 2005

Name, Address and Phone Number of
Corporation: _____

Phone Number

Idaho Public Works Contractors License Number _____

Incorporated under the laws of the State of _____

Name & Address of President _____

Name & Address of Secretary _____

Name & Address of Treasurer _____

SIGNATURE

President, Vice President, etc...

State of _____, County of _____ ss

On this _____ day of _____, in the year _____, before

me _____, personally appeared _____,

(Notary Public)

known or identified to me to be the President or Vice President or Secretary or Assistant Secretary, of the
corporation that executed the instrument or the person who executed the instrument on behalf of said
corporation, and acknowledged to me that such corporation executed the same.

Notary Public for _____

Residing at _____

My Commission Expires on:

BIDDER'S SIGNATURES REQUIRED

TO BE EXECUTED BY **PARTNERSHIP**

Date _____, 2005

Name, Address and Phone Number of Bidder:

Phone Number

Idaho Public Works Contractors License Number _____

SIGNATURE:

(Name & Title, as "Partner")

Address

(Name & Title, as "Partner")

Address

(Name & Title, as "Partner")

Address

THIS MUST BE SIGNED BY AT LEAST ONE GENERAL PARTNER

State of _____, County of _____ ss

On this _____ day of _____, in the year _____,

before me _____, personally appeared
(Notary Public)

_____, known or identified to me to be one
of the partners in the partnership of _____
(Partnership Name Signed to Instrument)

and the partner or one of the partners who subscribed said partnership name to the foregoing
instrument, and acknowledged to me that they executed the same in said partnership name.

Notary Public For _____

Residing at _____

My Commission Expires on:

BIDDER'S SIGNATURES REQUIRED

TO BE EXECUTED BY **SOLE PROPRIETOR**

Date _____, 2005

Name, Address and Phone Number of Bidder:

Phone Number

Idaho Public Works Contractors License Number _____

SIGNATURE:

(Name & Title, as "Owner")

Address

(Name & Title, as "Owner")

Address

State of _____ County of _____ ss

On this _____ day of _____, in the year _____,

before me _____, personally appeared
(Notary Public)

_____, known or identified to me to be the

person whose name is subscribed to the within instrument, and acknowledged to me that

_____ executed the same.
(he/she/they)

Notary Public For _____

Residing at _____

My Commission Expires on:

SUBCONTRACT REQUIREMENTS**PLUMBING, ELECTRICAL, HEATING & AIR-CONDITIONING WORK ONLY**

1. If the contractor intends to subcontract plumbing, heating, air-conditioning or electrical work, they must complete this form, giving the name, address, and Public Works Contractors License Number, for any and all Subcontractors who shall, in the event the Contractor secures the contract and subcontracts the plumbing, electrical, heating or air-conditioning work under the contract. Failure to complete this form as required shall render any such bid submitted by a contractor non-responsive and void.
2. Contractors not intending to subcontract any such work named in the preceding paragraph shall leave the appropriate spaces below blank or indicated by writing in the "work shall be" **none**.
3. Subcontractors named in accordance with the provisions of Paragraph 1 must possess an appropriate Idaho Public Works Contractors License issued by the State of Idaho Public Works Contractors State License Board covering the contract work classification in which the subcontractors is named.
4. The following are the names, addresses, and Public Works Contractors License Numbers, who shall do the following designated specialty, work under the prime and/or general contract should I/we be award the prime or general contract:

- a. Subcontractor for the **Plumbing** work shall be:

_____, Residing at
_____, Whose Idaho Public Works Contractor's
License # is _____

- b. Subcontractor for the **Electrical** work shall be:

_____, Residing at
_____, Whose Idaho Public Works Contractor's
License # is _____

- c. Subcontractor for the **HVAC** work shall be:

_____, Residing at
_____, Whose Idaho Public Works Contractor's
License # is _____

NOTE: (If Required) THIS PAGE MUST BE RETURNED WITH YOUR BID DOCUMENTS!

SPECIAL PROVISIONS - STATE-AID

I. APPLICATION

These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piece work, station work or by subcontract.

II. EMPLOYMENT LISTS, LABOR SELECTION, NON-DISCRIMINATION

A local public employment agency has been designated by the State to prepare the employment lists for the project.

All qualified unskilled labor shall be employed insofar as possible from lists furnished the contractor by the employment agency designated in the contract. The contractor may avail himself of the services of the employment agency for obtaining labor of the intermediate and skilled grade.

In the performance of this contract, within the limitations of Subsection 107.01 requiring employment of up to 95% Idaho residents, preference in employment shall be given to qualified honorably discharged Veterans of the United States Armed Forces.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations:

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination:

The Contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor, of the Contractor's obligations of this contract and Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, or national origin.

4. Information and Reports:

The Contractor shall provide all information and reports required by Regulations and/or Directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the state of Idaho Transportation Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this

information, the Contractor shall so certify to the state of Idaho Transportation Department or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance:

In the event the Contractor is in noncompliance with the nondiscrimination provision of this contract, the state of Idaho Transportation Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withhold progress payments until it is determined that the contractor is found in compliance;
- b. Suspend the contract, in whole or in part, until the contractor or subcontractor is found to be in compliance with no progress payment being made during this time and no time extension made;
- c. Cancel or terminate the contract for cause;
- d. Assess against the contractor's final payment on this contract or any progress payments on current or future Idaho projects an administrative remedy by reducing the final payment or future progress payment in an amount equal to 10% of this contract or \$7,700, whichever is less.

6. Incorporation of the Provisions:

The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to subcontractor or procurement as the state of Idaho Transportation Department or Federal Highway Administration may direct as a means of enforcing the provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the state of Idaho Transportation Department to enter into such litigation to protect the interests of the State, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

III. **LABOR PROVISIONS**

The wages of labor shall be paid in legal tender of the United States, except that this condition will be considered satisfied if payment is made by a negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount without discount or collection charges of any kind. Where checks are used for payment, the contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements. No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person as a condition of employment on the project.

No employee shall be charged for any tools used in performing their respective duties except for reasonably avoidable loss or damage thereto.

Every employee on the work covered by this contract shall be permitted to lodge, board and trade where and with whom he elects and neither the contractor nor his agents nor his employees shall directly or indirectly require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.

No charge shall be made for any transportation furnished by the contractor or his agents to any person employed on the work.

No individual shall be employed as a laborer on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams trucks or other equipment from individuals. No such rental agreement or any charges for feed, gasoline, supplies or repairs on account of such agreement, shall cause any deduction from the wages accruing to any employee except as authorized by the regulations hereinbefore cited.